

APPENDIX B

RFP STATEMENT OF WORK

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APPENDIX A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Scope of Work outlines the requirements to operate Los Angeles County Disease Prevention and Health Promotion Program (hereafter “DPHP Program” to eligible Clients (see Appendix A (Sample Subaward) Exhibit P (Definitions)) as mandated by the Older Americans Act reauthorized (OAA) (42 USC Sections 3001 – 3058), Code of Federal Regulations (45 CFR 1321.1 – 1321.83), California Code of Regulations (CCR), Title 22, Section 7000 et seq., Older Californians Act (OCA), Welfare and Institutions Code (WIC), Section 9000 et seq., California Department of Aging (CDA) Program Memoranda, and County of Los Angeles Workforce Development, Aging and Community Services (WDACS) Program Memoranda and Directives. Subrecipient (see Appendix A (Sample Subaward) Exhibit P (Definitions)) is obligated to provide the DPHP Program described herein. County has established a cost reimbursement of Title III D funds for the DPHP Subaward.
- 1.2 **Goals of DPHP Program Services** are to assist Older Adults (see Appendix A (Sample Subaward) Exhibit P (Definitions)) prevent illness and manage chronic physical conditions, prolonging their independence and improving their quality of life. DPHP Program Services promote healthy aging and the maintenance of optimal physical, mental, and social well-being in Older Adults.
 - 1.2.1 Preference is given to Older Adults in Greatest Economic or Social Need (see Appendix A (Sample Subaward) Exhibit P (Definitions)), Older Adults living in Rural (see Appendix A (Sample Subaward) Exhibit P (Definitions)) areas, Older Adults who have chronic medical conditions that can improve with education and non-medical intervention, and Older Adults who live in Medically Underserved Areas (see Appendix A (Sample Subaward) Exhibit P (Definitions)).
- 1.3 According to Section 102 (a)(14)(D) of the OAA as reauthorized in 2006 and as defined in Appendix A (Sample Subaward) Exhibit P (Definitions), the term “Disease Prevention and Health Promotion Services” means:
 - 1.3.1 Evidence-Based health promotion programs, including programs related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, fall prevention, physical activity, and improved nutrition.

- 1.4 Evidence-Based Programs (see Appendix A (Sample Subaward) Exhibit P (Definitions)) have been demonstrated to assist Older Adults (see Appendix A (Sample Subaward) Exhibit P (Definitions)) in the prevention of illness, the management of chronic physical conditions, the support of healthy lifestyles, and the promotion of healthy behaviors. Each Evidence-Based Program has multi-component requirements, interventions and activities designed to address or prevent adverse health conditions.
- 1.5 Title III D funding from the OAA shall only be used for evidence-based disease prevention and health promotion programs that have met the definition set by the Administration for Community Living (ACL) (see Appendix A (Sample Subaward) Exhibit P (Definitions)) and CDA, as outlined below:
 - 1.5.1 Have demonstrated through evaluation to be effective for improving the health and well-being or reducing the disease, disability and/or injury among older adults;
 - 1.5.2 Have been proven effective with the older adult population, having used an Experimental or Quasi-Experimental Design (see Appendix A (Sample Subaward) Exhibit P (Definitions));
 - 1.5.3 Have research/evaluation results published in a Peer-Reviewed Journal (see Appendix A (Sample Subaward) Exhibit P (Definitions));
 - 1.5.4 Have been implemented previously at the community level (with fidelity to the published research) and shown to be effective outside a research setting, (i.e., in addition to having research and evaluation results published in a Peer-Reviewed Journal, the Program must have been implemented in the community and not just in a research or controlled setting);
 - 1.5.5 Includes developed dissemination products (program manuals, guides, and/or handouts) that are available to the public; or
 - 1.5.6 Considered Evidence-Based by any operating division of the U.S. Department of Health and Human Services (HHS).
- 1.6 For purposes of this solicitation, the work requirements (as stated in Paragraph 10.0 (Specific Work Requirements) of this document) shall hereafter be "Program Services". Los Angeles County Program Services shall be composed of the following:

Program Services
Chronic Disease Self-Management Program and/or Tomando Control de Su Salud
Chronic Pain Self-Management Program
Diabetes Self-Management Program and/or Programa de Manejo Personal de la Diabetes
A Matter of Balance
Arthritis Foundation Exercise Program
Arthritis Foundation Walk with Ease

Descriptions of each Program Service can be found in Subsection 10.1, DPHP Program.

- 1.7 Subrecipient shall provide each Program Service with fidelity throughout the entire Los Angeles County.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 Program Services must be provided in Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a site, or revising hours of Service Delivery (see Appendix A (Sample Subaward) Exhibit P (Definitions)) at a previously designated location(s), and before commencing such Program Services at any other location, Subrecipient shall obtain written consent from County, and shall comply with Appendix A (Sample Subaward) Subparagraph 8.1 (Amendments) as applicable.
- 2.2 Subrecipient shall inform County in writing and receive written County approval at least 30 days prior to relocation of Subrecipient's office or site location(s). Subrecipient shall ensure that site locations are open to any eligible Older Adults, are located in areas where there are demonstrated need or documented demand for Program Services, or where a needs assessment or survey has been conducted. County shall provide a written response within 10 business days of receipt of the notification of site locations.
- 2.3 Subrecipient shall include the identity of each designated community focal point as specified in OAA Section 102 (a)(21), 42 USC 3026(a)(3)(A)). Subrecipient shall utilize Appendix A (Sample Subaward) Exhibit F (Subrecipient's Administration) to identify or update the designated focal point site locations, as needed.
- 2.4 Specific Work Requirements as stated in Section 10.0 and work hours shall not be modified or terminated throughout the entire Subaward term. Should an

emergency arise, Subrecipient's request for Service or work hour modifications will be reviewed by County on a case-by-case basis.

3.0 QUALITY CONTROL

Subrecipient shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Subaward. The Plan shall be submitted to County's Compliance Manager for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Subaward and program requirements are being met;
- 3.2 Documentation of activities that take place, before, during, and after program implementation;
- 3.3 Output measures, outcome measures (see Appendix A (Sample Subaward) Exhibit P (Definitions)), and data collection process to measure effectiveness of each Program Service; and
- 3.4 Identification and justification of any adaptations to fit community characteristics.
- 3.5 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to County upon request.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Subrecipient's performance under the Subaward using the quality assurance procedures as defined in Appendix A (Sample Subaward) Subparagraph 8.15 (County's Quality Assurance Plan).

4.1 Meetings

Subrecipient is mandated to attend all meetings called by County, or authorized designee. Subrecipient shall be given five (5) days advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary.

- 4.1.1 Subrecipient shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Subrecipient's failure to attend either face-to-face or WebEx meetings pursuant to Appendix C (Statement of Work Attachments) Attachment 1 (Performance Requirements Summary (PRS)) Chart.

- 4.1.2 Subrecipient's staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County. Subrecipient may also choose to attend meetings outside of Los Angeles County at Subrecipient's own expense that Subrecipient reasonably deems to be beneficial for the delivery of Services, as well as other meetings designated by County.

4.2 Subaward Discrepancy Report

Verbal notification of a Subaward discrepancy will be made to County's Compliance Manager as soon as possible whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.

The County's Compliance Manager will determine whether a formal Subaward Discrepancy Report shall be issued. Upon receipt of this document, Subrecipient is required to respond in writing to the County's Compliance Manager within five (5) work days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Subaward Discrepancy Report shall be submitted to the County's Compliance Manager within five (5) work days.

4.3 County Observations

Unless expressly prohibited by a third party, in addition to County's Subawarding staff, other County personnel and State representatives may observe performance, activities, and review documents relevant to the Subaward at any time during normal business hours. However, these personnel may not unreasonably interfere with Subrecipient's performance. County shall provide Subrecipient advanced noticed (5 business days) prior to observing programs that require consent from Clients.

5.0 DEFINITIONS

For a listing of Definitions for this Program, refer to Appendix A (Sample Subaward) Exhibit P (Definitions).

6.0 RESPONSIBILITIES

County and the Subrecipient's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Subaward according to Appendix A (Sample Subaward) Paragraph 6.0 (Administration of Subaward – County). Specific duties will include:

- 6.1.1 Monitoring Subrecipient's performance in the daily operation of the Subaward.
- 6.1.2 Providing direction to Subrecipient in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Appendix A (Sample Subaward) Sub-paragraph 8.1 (Amendments).

6.2 INTENTIONALLY OMITTED

SUBRECIPIENT

6.3 Project Manager

- 6.3.1 Subrecipient shall provide a full-time Project Manager or designated alternate. County must have access to the Subrecipient's Project Manager (see Appendix A (Sample Subaward) Exhibit P (Definitions)) during all hours, 365 days per year. Subrecipient shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hours per day basis.
- 6.3.2 Subrecipient shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Subrecipient shall immediately notify County within 24 hours and fill the position with a temporary replacement. Subrecipient shall fill the position with a permanent person within 60 days from vacancy.
- 6.3.3 Project Manager or their alternate shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward.
- 6.3.4 Project Manager will plan, organize, and direct all administrative and Program activities related to the Subaward. Project Manager will define the lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established County requirements.
- 6.3.5 Project Manager will serve as the coordinator/liaison for DPHP Subaward, ensuring that any communications related to DPHP Subaward are conveyed to the appropriate personnel. The Project Manager, or their alternate, shall oversee all the daily activities.

6.3.5.1 Minimum Education, Experience and Qualifications: Project Manager must possess and demonstrate all of the following:

- 6.3.5.1.1 Bachelor's Degree from a university accredited by one of the six (6) regional accrediting associations in the United States, such as the Western Association of School and Colleges (see Appendix A (Sample Subaward) Exhibit P (Definitions));
- 6.3.5.1.2 A minimum of five (5) years of experience in program management, of which the last two (2) years of experience shall be in Evidence-Based Program implementation.
- 6.3.6.1.3 Satisfactory completion of appropriate training required to manage Evidence-Based Programs.
- 6.3.6.1.4 Ability to speak, read, and understand English fluently;
- 6.3.6.1.5 Demonstrable problem-solving skills and experience;
- 6.3.6.1.6 Ability to provide guidance and assistance on decisions requiring sound judgment and problem-solving;
- 6.3.6.1.7 Ability to explain administrative and programmatic goals, policies, and procedures, and assist staff in adjusting to changes that occur;
- 6.3.6.1.8 Ability to plan, organize, implement, and evaluate evidence-based health promotion programs producing health-related outcomes;
- 6.3.6.1.9 Ability to encourage the development of professional growth and skills through access to training and current literature; and
- 6.3.6.1.10 Ability to evaluate the performance of Subrecipient staff based on established criteria.

6.4 Personnel

6.4.1 Fiscal Manager

- 6.4.1.1 Subrecipient shall provide a fiscal manager or designated alternate. Subrecipient shall immediately notify County of any significant change in the status of the Fiscal Manager position. If for any reason the position should become vacant, Subrecipient shall immediately notify County within 24 hours and fill the position with a temporary replacement. Subrecipient shall fill the position with a permanent person within 60 days from vacancy.
- 6.4.1.2 Fiscal Manager will plan, organize, and direct all fiscal activities related to the Subaward. These activities include, but are not limited to, ensuring accurate and timely submission of cost allocation plans, budget documents, and invoices.
- 6.4.1.3 Minimum Education, Experience and Qualifications: Fiscal Manager must possess and demonstrate all of the following:
 - 6.4.1.3.1 Bachelor's Degree from a university accredited by one of the six (6) regional accrediting associations in the United States, such as the Western Association of School and Colleges (see Appendix A (Sample Subaward) Exhibit P (Definitions)); and
 - 6.4.1.3.2 A minimum of three (3) years of experience in fiscal management.

6.4.2 Program Facilitator(s)

- 6.4.2.1 Subrecipient shall provide a minimum of two (2) Program facilitators.
- 6.4.2.2 Program Facilitators must have the appropriate training, certification, and experience required by each Program Service.
- 6.4.2.3 Program Facilitators will lead each Program Service session.
- 6.4.2.4 Minimum Education, Experience and Qualifications: Program facilitators must possess and demonstrate all of the following:
 - 6.4.2.4.1 A minimum of one (1) year paid or volunteer experience that includes speaking to large

groups and conducting training seminars or classes.

6.4.1.4.2 Experience dealing with older adult populations from diverse ethnic backgrounds and socioeconomic levels.

- 6.4.3 **All staff shall be oriented and trained to perform their assigned responsibilities and tasks.** Subrecipient personnel shall perform the required work and be capable of establishing effective communication with the Clients as well as other Area Agency on Aging (AAA) network providers.
- 6.4.4 Subrecipient shall submit a copy of all certifications and proof of training completions to County's Program Manager upon request.
- 6.4.5 Subrecipient shall operate continuously throughout the entire term of this Subaward with at least the minimum number of staff necessary for Subrecipient to provide Program Services. Such personnel shall meet all necessary qualifications set forth by each Program Service, as well as those provided by County through Subaward Amendments, Administrative Directives, and Program Policy Memorandums.
- 6.4.6 Subrecipient shall always have a staff member that speaks and understands English and has the authority to act on behalf of Subrecipient in every detail available during work hours.
- 6.4.7 Subrecipient shall be required to conduct a background check on their employees as set forth in Appendix A (Sample Subaward) Subparagraph 7.5 (Background & Security Investigations).
- 6.4.8 Subrecipient shall notify County of any significant personnel change and shall fill vacancies for critical positions within sixty (60) days.
- 6.4.9 Subrecipient may use Volunteers (see Appendix A (Sample Subaward) Exhibit P (Definitions)) and/or Student Interns in program operations. See Subparagraph 6.4.11 Volunteers/Student Interns for more information.
- 6.4.10 Subrecipient shall recruit and train Volunteers to act as Lay Leaders or Volunteer Coaches if applicable (see Appendix A (Sample Subaward) Exhibit P (Definitions)).
- 6.4.11 If possible, Subrecipient shall work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers or Clients (such as organizations carrying out Federal service programs administered by the Corporation for National and

Community Service (CNCS) (see Appendix A (Sample Subaward) Exhibit P (Definitions)) in a community service setting.

6.4.12 Other Staff

6.4.12.1 Senior Community Service Employment Program (SCSEP) Title V Participants:

6.4.12.1.1 Subrecipient shall utilize the services of SCSEP Title V Participants (see Appendix A (Sample Subaward) Exhibit P (Definitions)) whenever possible.

6.4.12.1.2 SCSEP Title V Participants must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.4.12.1.3 Subrecipient shall conduct a background check on any SCSEP Title V Participant that has direct access to the Client's personal information and/or case file.

6.4.12.2 Volunteers/Student Interns:

6.4.12.2.1 Subrecipient shall recruit, train, and use Volunteers and/or Student Interns in any phase of the Program operations where qualified. Volunteers (see Appendix A (Sample Subaward) Exhibit P (Definitions)) must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.4.12.2.2 Volunteers and/or Student Interns shall be the sole responsibility of Subrecipient and shall report to the Project Manager (if applicable) or to another employee of Subrecipient as designated by the Project Manager (if applicable).

6.4.12.2.3 Subrecipient shall conduct a background check on any Volunteer and/or Student Intern that has direct Client contact and has access to the Client's personal information and/or case file.

6.5 Identification Badges

- 6.5.1 Subrecipient shall ensure their employees are appropriately identified as set forth in Appendix A (Sample Subaward) Sub-paragraph 7.43 (Subrecipient's Staff Identification).

6.6 Materials and Equipment

- 6.6.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of Subrecipient. Subrecipient shall obtain approval by County prior to purchase. Subrecipient shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment, if applicable. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.

6.7 Training

- 6.7.1 Workshop leaders shall be trained by Subrecipient or their collaborators in the specific Program Service that they lead and are obliged to maintain fidelity to those Program Service(s) in which they are trained. In order to ensure compliance with this requirement, the Subrecipient shall maintain a current list of the employees providing Services under the Subaward, along with information about whether each employee has completed the required training, and the name, address, and phone number of the agency or organization that provided the training and courses taken. This list shall be made available for review by County or State representatives upon request.
- 6.7.2 Subrecipient shall provide training opportunities for all new employees and continue In-Service training for all current employees. Training shall include the provision of an orientation to all new staff (which shall include employees and Volunteers). Subrecipient shall ensure that its staff, including employees and Volunteers, both existing and new, are properly trained in all areas related to providing Services.
- 6.7.3 Subrecipient is to maintain written documentation of all trainings, including but not limited to: agendas, topics, training materials, training evaluations, certificates of completion, and attendance records/sign-in sheets, which include both a printed name and a signature of each staff in attendance. Subrecipient shall make training records available for inspection by County or State representatives upon request.

- 6.7.4 All employees shall be trained in their assigned tasks and in the safe handling of equipment.
- 6.7.5 Subrecipient shall provide and implement an internal staff training policy, including the provision of an orientation to all new staff (which shall include employees and Volunteers). The training policy shall be specific to the Program Service being provided. The training policy shall be maintained on file by Subrecipient and shall identify who is to be trained, who will conduct the training, training content, and date scheduled.
- 6.7.6 Subrecipient's Project Manager shall ensure all appropriate Subrecipient employees and Volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Subrecipient's benefit. Further, Subrecipient shall ensure that, at a minimum, a Subrecipient's designated, paid employee represents Subrecipient at each training session. Subrecipient may also choose to attend educational training opportunities outside of Los Angeles County requirements at Subrecipient's own expense that the Subrecipient reasonably deems to be beneficial for the delivery of Services, as well as other trainings designated by County.
- 6.7.7 In-Service training shall include, but is not limited to, providing information concerning new directives and regulations issued by County. County will provide relevant and applicable In-Service training, including instruction and guidance and as determined by County. Subrecipient's Project Manager or appropriate designee is required to attend all In-Service trainings.
- 6.7.8 Subrecipient staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These trainings may be called by AAA and held at a County facility or another site as determined by County.
- 6.7.9 Subrecipient shall attend all mandated trainings called by County, or authorized designee. Mandated trainings may be held at a County facility, at another site, or online. Subrecipient shall be given at least five (5) days advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Subaward, and may result in further action pursuant to Appendix A (Sample Subaward) Paragraph 9.13 (Probation and Suspension), and any other applicable remedies.
 - 6.7.9.1 Subrecipient shall complete a sign-in sheet for face-to-face trainings. A roll call will be taken for trainings attended via WebEx.

6.7.10 Security Awareness Training: Subrecipient shall ensure that Subrecipient staff who handle personal, sensitive, or confidential information relating to the Program complete the Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Subaward or within 30 days of the start date of any new employees or Volunteers who work under the Subaward.

6.7.10.1 Subrecipient shall maintain certificates of completion of Security Awareness Training on file and provide them upon request by County or State representatives.

6.8 Subrecipient's Office

6.8.1 Subrecipient shall maintain a physical office in Los Angeles County with a telephone in the company's name where Subrecipient conducts business. The office shall be open for a minimum eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and shall be staffed by at least one (1) employee who can respond to inquiries and complaints which may be received about Subrecipient's performance of the Subaward. When the office is closed during non-business hours, an answering service shall be provided to receive calls. **Subrecipient shall answer calls received by the answering service within forty-eight (48) business hours of receipt of the call.** Subrecipient shall always have a staff member with the authority to act on behalf of Subrecipient available during work hours.

6.8.2 Subrecipient shall publicly display at all Subrecipient office locations/sites the days and hours of operation for the provision of Services.

6.8.3 Subrecipient shall ensure that availability of Services is appropriate for the demographics associated with the Service area (site or office location).

6.8.4 Subrecipient shall ensure that all site locations, buildings, and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.

6.8.5 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including, but not limited to, rodents and insects.

- 6.8.6 Subrecipient shall observe all applicable local, State, and Federal health and safety standards. Subrecipient shall ensure that all Clients and Subrecipient employees and Volunteers in a position not covered under the Occupational Safety and Health Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act as amendment (California Labor Code Section 6300 et Seq.), are not required or permitted to work, be trained, or receive Services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

6.9 Multicultural and Multilingual Capabilities of Subrecipient Staff

- 6.9.1 Subrecipient shall provide Services in the primary/native language, to the extent feasible, of the Client or in areas where a significant number of Clients do not speak English as their primary language. Subrecipient shall make efforts to employ staff and recruit Volunteers who are bilingual or who are fluent in the dominant languages of the community. Subrecipient shall not require any Client to provide his/her own interpreter.
- 6.9.2 Subrecipient must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.
- 6.9.3 In addition, Subrecipient and its employees, including Volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Subrecipient must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

6.10 Collaborations

- 6.10.1 Subrecipient must collaborate with County and City of Los Angeles Subrecipients. For more information on Collaboration requirements, see Subparagraph 10.8.2 (Specific Work Requirements).

7.0 HOURS/DAYS OF WORK

- 7.1 Subrecipient's staff shall be available to all Clients, potential Clients, referral sources, as well as County on a minimum five (5) days per week basis (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., (not including County recognized holidays). A list of County recognized holidays is provided in Appendix C (Statement of Work Attachments) Attachment 4 (County Recognized Holidays).

- 7.2 Subrecipient's DPHP sites shall be closed on County recognized holidays. Prior approval must be obtained in writing if there is a deviation from the traditional Monday through Friday schedule of Services, days or times.
- 7.3 Subrecipient is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted. An action plan must be approved by County prior to implementation.
- 7.4 Subrecipient's staff shall provide personal telephone contact information to Clients, potential Clients, and County during Subrecipient's hours of operation. Subrecipient shall also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Subrecipient's staff shall check and respond to all messages in a timely manner **but not to exceed forty-eight (48) business hours within receipt of the call.**

8.0 WORK SCHEDULES

- 8.1 Subrecipient shall submit for review and approval a work schedule for each facility to the County's Program Manager within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.
- 8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Program Manager for review and approval within fourteen (14) working days prior to scheduled time for work.
- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.

9.0 UNSCHEDULED WORK

- 9.1 County's Program Manager or his designee may authorize Subrecipient to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, County may request at its sole discretion, that Subrecipient provide Services beyond regular hours of operation.
- 9.2 Prior to performing any unscheduled work, Subrecipient shall prepare and submit a written description of the work with an estimate of labor and materials.

If the unscheduled work exceeds Subrecipient's estimate, County's Program Manager his designee must approve the excess cost for County facilities and/or equipment. In any case, no unscheduled work shall commence without written authorization.

- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Contract Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Contract Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Subrecipient.

10.0 SPECIFIC WORK REQUIREMENTS

10.1 DPHP Program

Subrecipient shall provide Program Services meeting the criteria in Subparagraphs 1.3 through 1.76, and as outlined in Subparagraphs 10.1.1 to 10.1.3 as derived from the Stanford Patient Education Research Center and its Self-Management Education Programs. For the Stanford Self-Management Education Programs outlined in Sub-paragraphs 10.1.1 to 10.1.3, each workshop shall consist of six (6) 2.5 hour sessions, with one session per week to be conducted over a six (6) week period. Please see Subparagraph 1.6 above for clarification of the work requirements as listed below.

10.1.1 Chronic Disease Self-Management Program Service and/or Tomando Control de Su Salud Program Service

Subrecipient shall provide this Program Service for Clients with chronic health conditions and includes (but is not limited to) health concerns such as heart disease, lung disease, stroke, and arthritis. Subrecipient shall ensure Clients will develop practical skills for living a healthy life and managing their chronic diseases. The workshops shall provide support for normal daily activities and dealing with the emotions created by chronic conditions. Subrecipient shall also address topics such as problem solving, nutritious eating, relaxation techniques and how to communicate effectively with family, friends, and health professionals. Targeted results shall include improved health status, increase in exercise,

reduction in pain, and proper utilization of the health care system. Tomando Control de Su Salud Program Service is the Spanish, culturally appropriate version of the Chronic Disease Self-Management Program Service.

10.1.2 Chronic Pain Self-Management Program Service

Subrecipient shall provide this Program Service for Clients with chronic pain, defined as pain that lasts longer than three (3) to six (6) months or beyond the normal healing time of an injury, to help with coping skills, education, and overall quality of life. Subrecipient shall ensure that each workshop includes a curriculum that includes techniques to deal with problems such as frustration, fatigue, isolation, and poor sleep; appropriate exercise for maintaining and improve strength, flexibility, and endurance; appropriate use of medications; communicating effectivity with family, friends, and health professionals; nutrition; pacing activity and rest; and how to evaluate new treatments.

10.1.3 Diabetes Self-Management Program Service and/or Programa de Manejo Personal de la Diabetes Program Service

Subrecipient shall provide this Program Service for Clients diagnosed with Diabetes to maintain their health and properly manage their Diabetes. Subrecipient shall ensure that each workshop contains a curriculum that includes relaxation techniques; healthy eating; managing sleep and fatigue; managing medications; exercise; and communication with health providers. Programa de Manejo Personal de la Diabetes Program Service is the Spanish, culturally appropriate version of the Diabetes Self-Management Program Service.

10.1.4 A Matter of Balance Program Service

Subrecipient shall provide this Program Service for Clients who have fallen down in the past, have a risk of falling down, and who may be reducing their activities due to a fear of falling. Subrecipients shall provide education for Clients to learn to change their environment to reduce falling down risk factors, to view falls and the fear of falling as controllable, set realistic goals to increase activity and exercise to increase strength and balance. Each workshop shall consist of eight (8) 2 hour sessions, with one (1) session per week to be conducted over an eight (8) week period.

10.1.5 Arthritis Foundation Exercise Program Service

Subrecipient shall provide a community-based recreational exercise program that can have a positive impact on Clients with arthritis and other chronic conditions. Subrecipient shall ensure Clients typically meet with a trained Arthritis Exercise (AE) instructor two or three times a week for an hour. Sessions shall cover a variety of range-of-motion and endurance-building activities, relaxation techniques designed to utilize gentle movements to help increase joint flexibility, range of motion, and muscle strength. The AE instructor shall also present information on health education topics. Each workshop shall consist of eight (8) 1 hour sessions, with two (2) to three (3) sessions per week.

10.1.6 Arthritis Foundation Walk with Ease Program Service

Subrecipient shall provide this Program Service to help Clients create and implement a walking plan to meet their particular needs. Subrecipient shall ensure this program encourages Clients to stay motivated, manage their pain, teaches safe exercise to keep muscles strong and joints stable, helps boost Client energy, reduces stress, and controls weight. Each workshop shall be provided over six (6) weeks with Clients meeting three (3) times per week.

10.2 Units of Service

For purposes of this Subaward, Units of Service (see Appendix A (Sample Subaward) Exhibit P (Definitions)) represents the number of Contacts provided by Subrecipient to Clients in the provision of Services.

- 10.2.1 The Unit of Measurement (see Appendix A (Sample Subaward) Exhibit P (Definitions)) will be determined as one (1) Contact, limited to one (1) Contact per Client per day. Primary activities are normally on a one-to-one basis; if done as a group activity, each Client shall be counted as one (1) contact unit.

10.3 Reporting

Subrecipient shall ensure Services are annually evaluated for effectiveness. Subrecipient shall demonstrate Clients progression as a result of the Services provided to Clients. County and Subrecipient shall collaborate on the development of data reporting forms and monthly summary reports that meet Program guidelines.

- 10.3.1 Subrecipient shall provide to County's Program Manager monthly summary reports of each Program Service no later than the 10th day of the month following the month of Service, unless otherwise

specified by County. The monthly summary report shall include but is not limited to:

- 10.3.1.1 Description of activities and Services;
 - 10.3.1.2 Schedule of activities and Services;
 - 10.3.1.3 Locations and sites of Services provided;
 - 10.3.1.4 Number of Clients served; and
 - 10.3.1.5 Number of Clients who successfully completed each Program Service.
- 10.3.2 Subrecipient shall provide to the County's Program Manager no later than the 10th day of the month following the last month of Service in the second and fourth quarter, a semi-annual narrative report containing the statistical analysis of each Program Service. The statistical analysis shall include, but is not limited to, overall program impact, outputs recorded (such as number of Unduplicated Clients (see Appendix A (Sample Subaward) Exhibit P (Definitions)) and Units of Service, outcomes measured, and data summary, etc.
- 10.3.3 At the end of each Fiscal Year (FY) (see Appendix A (Sample Subaward) Exhibit P (Definitions)), Subrecipient shall provide a year-end comprehensive report. The report shall be detailed and should allow comparison of one (1) FY's data with another.

10.4 Eligibility Criteria

Subrecipient acknowledges the ACL (under the HHS) determines the eligibility criteria for OAA funded Services. As a result, unless otherwise expressly indicated in this Subaward or by Federal, State, or local law, Subrecipient shall only provide Services to eligible Clients as defined herein.

- 10.4.1 A person is eligible to be a Client if the individual is an Older Adult, defined as an individual who is 60 years of age or older in Title I Section 102(a) (40) of the OAA.
- 10.4.2 Services shall only be provided to eligible Clients and documentation is required of the name of each Client receiving Services in the form of a sign-in sheet and by any other means instituted by Subrecipient or County. Subrecipient shall maintain documentation and individual Client files on site for review by County or State representatives.

Priority: In providing Services, priority shall be given to:

- 10.4.2.1 Those who are living in Medically Underserved Areas (see Appendix A (Sample Subaward) Exhibit P (Definitions));
- 10.4.2.2 Individuals in Greatest Economic or Social Need (see Appendix A (Sample Subaward) Exhibit P (Definitions)), individuals living in Rural (see Appendix A (Sample Subaward) Exhibit P (Definitions)) areas, and individuals who have chronic medical conditions that can improve with education and non-medical intervention;
- 10.4.2.3 Individuals referred by a current AAA Subrecipient.

10.5 Service Locations

Subrecipient shall provide direct access to, linkages, space for, and location for all of its activities and Services in order to reach the target population identified in Subparagraph 1.2.1 and Subparagraph 10.4.2.

- 10.5.1 Subrecipient shall make all Services available in each of the five (5) Supervisorial Districts in Los Angeles County, excluding the City of Los Angeles.
- 10.5.2 Subrecipient shall make all Services available at five (5) sites identified by County.
- 10.5.3 Subrecipient shall ensure that additional sites are open to any eligible older adults (contingent upon the availability of funding, staffing, and resources), are located in areas where there are demonstrated need or documented demand for Services, or where a needs assessment or survey has been conducted
- 10.5.4 Subrecipient shall provide Services in additional locations where Older Adults often congregate, such as Los Angeles County AAA Congregate Meal Sites or Senior Centers (see Appendix A (Sample Subaward) Exhibit P (Definitions)), excluding the City of Los Angeles contingent upon the availability of funding, staffing, and resources. These additional locations must be submitted to the County 30 days prior to the effective date and must be approved by County prior to implementation of Services. County shall provide a written response within 10 business days of receipt of the request for additional locations

10.6 Voluntary Contributions

Subrecipient shall develop and implement a method to enable Clients to voluntarily contribute to the cost of the Program.

- 10.6.1 Subrecipient shall clearly inform each Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary.
- 10.6.2 Subrecipient must have a mechanism in place to ensure that the privacy and confidentiality of each Client is protected whether or not they choose to make a contribution.
- 10.6.3 Subrecipient must establish a procedure that provides the Client with a confidential method for making donations.
- 10.6.4 Volunteers and/or staff at the sign-in table (if applicable) must be trained on the donation policy, emphasizing the voluntary and confidential nature of any contributions.
- 10.6.5 Client contributions received may be used for Services. However, Subrecipient acknowledges that any contributions will not reduce the Subaward amount and shall only be used to supplement, not supplant, Program funds.
- 10.6.6 Subrecipient shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Subrecipient's site.
- 10.6.7 Subrecipient shall separate collected contributions from Subaward funding. All contributions and fees shall be identified as Program Income and used to increase the number of Clients served, facilitate access, and/or provide additional services as needed.
- 10.6.8 Contributions earned in excess of the amount reported in the budget may be deferred for use in the first quarter of the next FY and must be used to expand required Services. Such funds shall be recorded as Program Income (see Appendix A (Sample Subaward) Exhibit P (Definitions)).
- 10.6.9 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution-related records shall be held pursuant to record retention policies outlined in Appendix C (Sample Subaward) Paragraph 8.38

(Record Retention, ~~and~~ Inspection, ~~and~~ /Audit Settlement).

10.6.10 As stated in 10.6.1, Subrecipient shall ensure that Clients are not required to contribute to the Program when they are requesting or receiving Services. Solicitation of voluntary contributions shall not be coercive. Clients shall not be denied Services based on their inability or unwillingness to contribute.

10.6.10.1 The following practices pertaining to voluntary contributions/donations and/or share of costs **are not allowed**:

10.6.10.1.1 Requests from Clients to assist in the share of cost to the Program.

10.6.10.1.2 Tracking donations by accounts receivable.

10.6.10.1.3 Tracking donations by individual Clients.

10.6.10.1.4 Pamphlets and websites must not state that payment is required for Services or state a monetary amount for Services.

10.6.10.1.5 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.

10.6.10.1.6 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.

10.6.10.1.7 At the time of the intake interview, compelling a Client to pledge a particular amount as an agreed upon donation.

10.6.10.1.8 Using coercion to solicit voluntary contributions.

10.6.10.1.9 A donation request resembling a billing statement or invoice.

10.6.10.1.10 Imposing a suggested contribution rate based on Client's income.

10.7 Emergency Preparedness

- 10.7.1 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of God and third party negligence, Subrecipient must have an emergency plan in place to ensure that there is no disruption in Service.
- 10.7.2 Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster, or emergency. Emergency and Disaster Plan Basic Requirements (see Appendix C (SOW Attachments) Attachment 2 (Emergency and Disaster Plan Basic Requirements)) details the minimum requirements of the plan.
- 10.7.3 The written plan must include the following sections:
 - 10.7.3.1 Emergency and Disaster Plan Mission
 - 10.7.3.2 Business Continuity Plan (BCP)
 - 10.7.3.3 Emergency Response Organization Chart
 - 10.7.3.4 Roster of Critical Local Contacts
 - 10.7.3.5 Communication Plan
- 10.7.4 The Emergency and Disaster Plan must be made available to employees, volunteers, and Lower Tier Subrecipients for reference before, during, and after the emergency or disaster.
 - 10.7.4.1 Subrecipient's key staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.
- 10.7.5 Annually, Subrecipient shall update the Emergency and Disaster Plan and submit it to the designated AAA Emergency Coordinator (see Appendix A (Sample Subaward) Exhibit P (Definitions)).

- 10.7.6 The Emergency and Disaster Plan shall be saved on an encrypted computer storage jump drive for easy access and transportability.
- 10.7.7 Subrecipient must maintain an updated hard copy registry of Clients with contact information for emergency and disaster purposes. Subrecipient shall use the registry to contact Clients to assess if the Client is safe, needs a referral to an evacuation center or other assistance, and has a plan to stay in a safe and healthy environment.
- 10.7.8 Subrecipient shall complete the Site Emergency Resource Survey (see Appendix C (SOW Attachments) Attachment 3 (Site Emergency Resource Survey)) on an annual basis to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.
 - 10.7.8.1 Subrecipient shall complete and submit the Site Emergency Resource Survey on the last business day in September to the designated AAA Emergency Coordinator.
 - 10.7.8.2 Subrecipient shall complete and submit an updated Site Emergency Resource Survey to the designated AAA Emergency Coordinator anytime there is a change in information.
- 10.7.9 Subrecipient shall develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient will reduce the adverse impact of any emergency event, as referenced in Subparagraph 10.5.2, to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Subrecipient shall make the BCP available to its employees, Volunteers, and Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.
- 10.7.10 The BCP must include a system to track emergency expenditures and emphasize the following:
 - 10.7.10.1 Back-up systems for data
 - 10.7.10.2 Emergency Service Delivery options
 - 10.7.10.3 Community resources

10.7.10.4 Transportation

10.7.11 Subrecipient shall:

- 10.7.11.1 Designate an Emergency Coordinator (as indicated on Appendix C (SOW Attachments) Attachment 3 (Site Emergency Resource Survey) to communicate with the AAA Emergency Coordinator (as listed on Appendix A (Sample Subaward) Exhibit E (County's Administration) or designee in the event of an emergency or disaster, and ensure that the AAA Emergency Coordinator or designee has current contact information for Subrecipient's Emergency Coordinator.
- 10.7.11.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services (OES).
- 10.7.11.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.
- 10.7.11.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.
- 10.7.11.5 Maintain a current list of support agencies and Services (in addition to AAA Subrecipients) in local and neighboring communities to provide information and assistance for Clients, their families and representatives, and facility staff.
- 10.7.11.6 Maintain a current list of agency staff and Volunteers' telephone numbers, e-mail addresses, and emergency contact information.
- 10.7.11.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.

- 10.7.11.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.
- 10.7.11.9 Maintain a written escape plan and route for Clients receiving on-site Services during an emergency or disaster. The written escape plan and route shall include a diagram that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.
- 10.7.11.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs for things such as additional food, supplies, extra home-delivered meals, home clean-up and safety, emergency medications, transportation, and other immediate needs which may include:
 - 10.7.11.10.1 Assisting Older Adults, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency Services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.
 - 10.7.11.10.2 Coordinating Services for Older Individuals and disabled adults who may be bedbound, dependent upon dialysis, or have life-threatening, chronic illnesses that require immediate emergency intervention.
 - 10.7.11.10.3 Assisting in the relocation of homebound, high risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

10.7.12 Communication Procedures with the Area Agency on Aging (AAA)

10.7.12.1 Subrecipient must provide a status update to the AAA Emergency Coordinator or designee in the event of an emergency or disaster. The standard communication procedures during and after an emergency or disaster are as follows:

10.7.12.1.1 AAA Emergency Coordinator will provide information to Subrecipient and request feedback regarding the impact of the emergency or disaster on Clients, Program operations, facilities, and where feasible, the impact on Older Individuals, their family caregivers, individuals with disabilities, and any unmet needs in Los Angeles County (via text message, email, telephone, or any other method that is available).

10.7.12.1.2 Subrecipient will provide information to the AAA Emergency Coordinator regarding the impact of the emergency or disaster and any unmet needs resulting from the event as soon as possible (via text message, email, telephone, or any other method that is available).

10.7.12.1.3 Information received by the AAA Emergency Coordinator will be compiled into a report that will be submitted to the Los Angeles County Board of Supervisors and CDA Disaster Preparedness Coordinator.

10.8 Additional Requirements

10.8.1 Subrecipient is responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Clients as prescribed by this Subaward, and applicable federal, State or County requirements or directives that are applicable to the Program.

10.8.1.1 When it is known or reasonably suspected that a Client has been the victim of abuse, Subrecipient must report the abuse in accordance with Section 15630, Welfare and Institutions Code, and the requirements of this Subaward. All Program staff participating in the provision of Services are considered Mandated Reporters (see Appendix A (Sample Subaward) Exhibit P (Definitions)) of Elder Abuse (see Appendix A (Sample Subaward) Exhibit P (Definitions)).

10.8.1.2 Subrecipient shall conduct ongoing Customer Satisfaction Surveys with Clients and retain a copy of all surveys on file and accessible to County for review. Subrecipient shall use survey results to make quality improvements in Client Services provided to all Clients. Subrecipient may be asked by County to comply with and develop other reasonable measures to ensure Client Services are provided to Clients. Subrecipient shall use Customer Satisfaction Surveys that meet the Program criteria or work collaboratively with the County to develop Customer Satisfaction Surveys if not included in the Program.

10.8.1.2.1 The Customer Satisfaction Survey shall be disseminated to all Clients who have participated in the Program during the FY.

10.8.1.2.2 Subrecipient shall collect all Customer Satisfaction Survey responses, tally them during the last month of the FY, and submit to the County Project Manager by the last business day of the following month of the end of each FY.

- 10.8.2 Subrecipient must collaborate with County and City of Los Angeles AAA Subrecipients providing Services funded through the OAA, including other program Subrecipients and other community organizations in order to ensure comprehensive and coordinated Service Delivery and to prevent unnecessary duplication of Services.
- 10.8.2.1 Subrecipient shall develop linkages with other community-based long-term care service providers. Subrecipient is encouraged to share vital Assessment (see Appendix A (Sample Subaward) Exhibit P (Definitions), information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 10.8.2.2 Subrecipient shall establish procedures to protect all Client information consistent with the terms of this Subaward and all applicable laws, regulations, and any amendments thereto. Subrecipient must have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the Program, in accordance with all applicable laws and regulations, including Title 22 CCR 7500(b). Subrecipient shall not disclose Client information without written consent from County and Client.
- 10.8.3 Subrecipient shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on what Program Services may be available to potential eligible Clients and to the target population. Subrecipient shall also market the Services to all ethnic groups in each Supervisorial District. All materials must be presented in a culturally sensitive manner by Subrecipient.
- 10.8.4 Subrecipient shall ensure that information and assistance on Services are provided to all populations including homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) individuals by participating in activities such as disseminating information at targeted outreach events, conducting presentations at various facilities, and providing culturally

appropriate outreach and assistance to overcome disparities in accessing health and social Services.

- 10.8.5 Subrecipient shall track all Subaward funds and Subrecipient shall provide a tracking of Subaward funds during an audit as indicated in Appendix A (Sample Subaward) Paragraph 8.38 (Record Retention, ~~and~~ Inspection ~~and~~ /Audit Settlement).
- 10.8.6 Subrecipient's Project Manager or designated staff shall participate in developing DPHP Program policies, procedures, and standards.
- 10.8.7 Subrecipient's Project Manager or designated staff shall participate in the Area Plan (see Appendix A (Sample Subaward) Exhibit P (Definitions)) development related to Title IIID DPHP.

10.9 Multipurpose Senior Centers

- 10.9.1 If Subrecipient operates a Multipurpose Senior Center as defined under Title 42 USC Section 3002(36), Subrecipient must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.
- 10.9.2 If Subrecipient operates a Multipurpose Senior Center, as noted in 10.9.1 above, Subrecipient shall comply with the provisions contained in the following acts:
 - 10.9.2.1 Copeland "Anti-Kickback" Act (18 USC ~~S~~ 874) (29 CFR, Part 3)
 - 10.9.2.2 Davis-Bacon Act (40 USC 3141-3142) (29 CFR, Part 5)
 - 10.9.2.3 ~~Contract Subaward~~ Work Hours and Safety Standards ~~s~~ Act (40 USC 327-332) (29 CFR, Part 5).
 - 10.9.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

- 10.9.3 Subrecipient acknowledges that when an existing facility has been altered with Subaward Funds made available through the Subaward and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
- 10.9.3.1 Not less than three (3) years from the date this Subaward terminates or expires where the amount of the Subaward or award of Subaward Funds, including the non-federal share, does not exceed thirty thousand dollars (\$30,000).
- 10.9.3.2 If the amount of award exceeds thirty thousand dollars (\$30,000), the fixed period of time shall not be less than three (3) years from the date the Subaward terminates or expires, and increased one (1) year for each additional ten thousand dollars (\$10,000), or part thereof, to a maximum adjustment factor of seventy-five thousand dollars (\$75,000).
- 10.9.3.3 For amounts, or award of Subaward Funds, exceeding seventy-five thousand dollars (\$75,000), the fixed period of time shall not be less than ten (10) years from the date the Subaward expires or terminates.

11.0 GREEN INITIATIVES

- 11.1 Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.1.1 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.
- 11.1.2 Subrecipient shall purchase, to the extent possible, products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 11.1.3 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and

availability of environmentally preferable products that protect the environment.

11.1.4 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e. for janitorial services) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

11.2 Subrecipient shall notify County's Project Manager in writing of Subrecipient's new green initiatives seven (7) business days prior to the commencement of the Subaward.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of Services used in the Performance Requirements Summary (PRS) chart (see Appendix C (SOW Attachments) Attachment 1 (Performance Requirements Summary (PRS) Chart)) are intended to be completely consistent with the Subaward and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in the Subaward or this SOW. In any case of apparent inconsistency between Services as stated in the Subaward or SOW and Appendix C (SOW Attachments) Attachment 1 (PRS Chart), the meaning apparent in the Subaward or this SOW will prevail.

If after requested to review by Subrecipient, County determines any Services identified in the PRS are not clearly identified in the Subaward or this SOW, the identified service will be considered null and void and place no requirement on Subrecipient.